

October 23, 2017

Hon. Paul R. Warren  
United States Bankruptcy Court  
Western District of New York  
100 State Street  
Rochester, NY 14614

FILED  
2017 OCT 27 PM 3:41  
U.S. BANKRUPTCY COURT  
W.D.N.Y. - ROCHESTER

Re: Sale Contract and Order from the Court  
to Sell 38-40 Elmdorf Avenue  
and 3840 Lake Avenue  
Chapter 13 and Chapter 7  
Case No. 13-20304

Dear Judge Warren:

This letter is in reference to the extention for 38-40 Elmdorf Avenue which you reference in your Order dated September 21, 2017, that you couldn't approve the sale of 38-40 Elmdorf. I will note this is the second approval I have gotten for this property.

I am also enclosing a copy of the letter from the mortgage commitment for the buyer for the Lake Avenue property. It is very critical that I get approval from the bankruptcy court because the buyer for the 3840 Lake Avenue property is getting a mortgage. It is not like the Elmdorf buyer who is paying cash, and I have been trying to get approval from the Court since April 2017. I still don't have approval from the court.

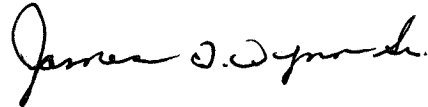
As I have stated many times and I will state again, my only concern and purpose is my mental and physical health and to sell my properties and move on. I don't deserve to be treated the way I have been treated or to have my due process and constitutional rights violated as they have been.

I am putting in another plea asking respectfully that you sign one of those several orders you have for the Elmdorf property, and according to your Order dated July 27, 2017, converting my plan from a Chapter 13 to a Chapter 7. Your order stated that attorney Kenneth Gordon will be providing the documentation

to sell these properties. I was looking forward to that. My son Jeff has already emailed copies to all parties involved. Attorney Robert P. Fredrick told me that the buyer's attorney for 3840 Lake Avenue has locked in his client's interest rate for 30 days and that he didn't see any reason why we couldn't close in 30 days.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "James I. Wynn, Sr.", written in a cursive style.

James I. Wynn, Sr.  
Debtor  
7 Kencrest Circle  
Rochester, NY 14606  
(585) 330-1500

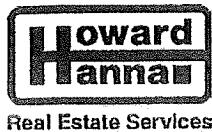
Enclosures

cc: Kenneth Gordon Esq.  
Chapter 7 Trustee  
1039 Monroe Avenue  
Rochester, NY 14620

US Trustee Kathleen Donovan Schmit  
100 State Street  
Room 6090  
Rochester, NY 14614

Robert P. Fredrick Law Firm  
3955 Dewey Avenue  
Rochester, NY 14616  
585-225-2250

Hon. David Larimer  
US District Court Judge  
for the Western District  
100 State Street  
Rochester, NY 14614



# PURCHASE CONTRACT AMENDMENT

Buyer(s) SKB Properties

Seller(s) James Wynn

Property located at 38-40 Elmdorf Ave.

Purchase Agreement dated 3-19-17

The above referenced purchase agreement is hereby amended as follows:  
(please check and initial all that apply)

☐ Mortgage Commitment Due Date; Commitment due date will be \_\_\_\_\_  
Initial

☒ Closing Date: New Closing Date will be on or before November 21, 2017  
Initial

☐ Property Inspection; Inspection to be completed by \_\_\_\_\_  
Initial

☐ Attorney Approval; Approval to be received by \_\_\_\_\_  
Initial

☐ Other (provide details below):  
Initial

All other terms and conditions of purchase contract remain the same.

Date 10-9-17

Witness [Signature]

Date 10-9-17

Witness [Signature]

Buyer

[Signature] 10/12/2017  
10/12/2017 9:38:43 AM EDT

Buyer

Seller

Seller

[Signature]

HH329 Rev. 06/30/2017



Jeff Wynn &lt;jswynn2@gmail.com&gt;

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**Lake Ave commitment**

2 messages

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**Michael** <michael@bhgprosperity.com>  
Reply-To: michael@bhgprosperity.com  
To: "jswynn2@gmail.com" <jswynn2@gmail.com>

Mon, Aug 14, 2017 at 3:58 PM

Jeff,

Attached is the commitment.

Thanks!

**Michael Beinetti**  
Licensed Real Estate Salesperson


Better Homes and Gardens Real Estate Prosperity  
2494 Browncroft Blvd  
Rochester, NY 14625

michael@bhgprosperity.com

M: 585-734-1202  
F: 585-348-9578

www.ROCyourhouse.com  
www.BHGProsperity.com

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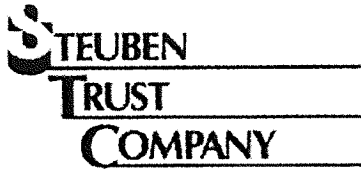
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**Jeff Wynn** <jswynn2@gmail.com>  
To: michael@bhgprosperity.com

Mon, Aug 14, 2017 at 4:25 PM

Great! Thanks Mike!

Jeff Wynn  
Howard Hanna  
[Quoted text hidden]



Main Office  
One Steuben Square  
Hornell, NY 14843

Telephone 607.324.9658  
Fax 607.324.9511  
mysteubentrust.com

August 11, 2017

Juan Cafe, President  
JMC Capital Management  
522 Canfield Road  
Pittsford, NY 14534

Dear Juan:

We are pleased to inform you that your Commercial Loan application for \$180,000.00 has been approved. This loan is subject to the following terms and conditions:

### TERMS

<b>Amount:</b>	\$180,000.00
<b>Terms:</b>	240 months
<b>Interest Rate:</b>	For the initial loan period (60 months from the date of closing,) the rate will be 5.25%. This rate will be adjusted every 60 months and will be governed by the Index, which is the Federal Home Loan Bank of New York 5 year Fixed Advance Rate plus a margin of 3.25%.
<b>Payments:</b>	\$1,220.63 per month (Principal & Interest, based on the initial rate).
<b>Prepayment:</b>	There will be a penalty of 5% of the original principal balance on the term note if the loan is paid in full (prepayment penalty) in the first year. This prepayment penalty will decline by 1% on the anniversary date of the note for each year after the first year. There will be no prepayment penalty after the fifth year.

**Default Rate:** Upon conditions of default, as defined in the promissory note, including failure to pay upon final maturity, the interest rate on the promissory note may be increased by adding a 5% point margin ("Default Rate Margin"). Failure to comply with the conditions set forth in this commitment letter shall constitute a condition of default and may be subject to the Default Rate Margin.

**Late Charges:** If a payment is made more than ten (10) days after it is due, a late charge equal to the greater of \$25.00 or seven percent (7%) of the scheduled payment will be due.

**Commitment Fee:** There is a \$895.00 commitment fee that will be deemed earned by the issue and acceptance of this commitment letter.

1. Borrower shall be Juan Cafe ("Borrower").
2. Loan proceeds shall be used to purchase rental property.
3. JMC Capital Management shall guarantee all obligations of the Borrower ("Guarantor").
4. Borrower shall provide a \$180,000.00 first collateral real estate mortgage against all real property and fixtures located at 3840 Lake Avenue, Rochester, NY 14612. Mortgagor shall not further encumber the title with any other liens without the prior written consent of the Bank.
5. Borrower shall provide the Bank with an assignment of rents and leases at 3840 Lake Avenue, Rochester, NY 14612.
6. Borrower shall provide a signed copy of the Purchase Agreement.
7. Borrower shall provide paid tax receipts and assessments for the most recent 12 month period.
8. Borrower shall be required to open and maintain a deposit account and keep it open for the duration of the borrowing relationship.

9. The Bank reserves the right to require the Borrower to establish an escrow account for property taxes, although the Bank is not requiring that one be established at this time. Borrower may request that taxes be escrowed.
10. Borrower shall, through an attorney, provide the Bank with title insurance evidencing clear and valid lien position for the Bank. The issuing attorney will verify that any curatives listed in Schedule B Section 1 are resolved. This title insurance will have the following endorsements: NY State Standard, TIRSA 9 (oil, gas, mineral rights, right of ways & encroachments), TIRSA waiver of Arbitration and TIRSA 8 (environmental). If the property contains a mobile home, then the policy should also include ALTA Endorsement for Manufactured Homes.
11. The mortgage shall contain a clause permitting Steuben Trust Company to require payments in full if the subject property is sold or transferred.
12. Guarantor shall provide the Bank with an executed copy of Borrower's Operating Agreement and a copy of Borrower's filed Articles of Organization.
13. Borrower shall maintain a Debt Service Coverage Ratio ("DSCR") of at least 1.2:1 as defined:  $\{ \text{Net Income} + \text{Depreciation} + \text{Interest} - \text{Withdrawals} \} \div \{ \text{Current Year Interest Expense} + \text{Current Portion Long Term Debt} \}$ .
14. Borrower shall provide the Bank with an updated personal financial statement and personal and business tax returns as of December 31 of each year. These documents should be received by the Bank no later than April 30<sup>th</sup> of the current year.
15. Borrower shall provide 2015 and 2016 tax returns for JMC Capital Management and the 2015 tax return for wRipple, LLC
16. Borrower shall provide a copy of an annual rent roll or copies of all leases each year. These documents should be received by the Bank no later than April 30<sup>th</sup> of the current year.
17. In addition to other remedies provided under the loan documents executed in connection with this loan, the Bank reserves the right to require the Borrower and/or Guarantor(s) to pay the Bank \$100.00 for each thirty (30) days the financial information is past due and/or charge the default rate of interest under the Note until the required financial information has been submitted to and approved by the Bank, in its sole discretion.

18. Borrower agrees and represents that the property being mortgaged will be insured, naming Steuben Trust Company as mortgagee under the New York State Standard Mortgage Clause, against loss by fire and such other hazards (including flood insurance, if the subject premises is within a flood risk area, as designated pursuant to the Flood Disaster Protection Act of 1973) as may be reasonably required by this Bank with a company or companies satisfactory to the Bank. The "Evidence of Property Insurance" (ACCORD 27 or its equivalent) should be addressed to Steuben Trust Company, One Steuben Square, Hornell, NY 14843-0647.
19. Borrower shall provide the Bank with liability insurance, including business interruption or loss of rents insurance, listing Steuben Trust Company as additionally insured and mortgagee.
20. The Bank shall not fund the Loan unless it has received an appraisal completed by an appraiser retained by the Bank and acceptable in all respects to the Bank indicating that the amount of the loan, as a percentage of the value of the property being pledged as collateral for the loan, is not more than 75%. Borrower is responsible for the cost of this appraisal, estimated to be \$1,200.00. This fee is due with the remittance of the signed commitment letter. The Bank will promptly provide you with a copy, even if the loan does not close.
21. As required by law, the Bank will verify whether the property is in a FEMA designated flood zone. The cost of this search is \$9.00 and is due with this signed commitment letter.
22. Borrower shall provide the Bank's attorney with a survey map prior to closing.
23. The Bank reserves the rights to have its legal counsel prepare, examine and approve all legal documents involved with this transaction.
24. Borrower agrees to pay all applicable mortgage placement costs and taxes, including the charge made by the Bank's attorney for the preparation of the necessary mortgage documents and their services in passing upon the legality and validity of the Bank's investment. The Bank's attorney is Shults & Shults, 9 Seneca Street, Hornell, NY 14843. If you will be represented by your own attorney at closing, please indicate the attorney name and address in the space provided at the end of this letter.

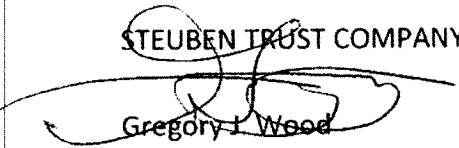


25. Whether or not the transaction contemplated by this letter closes, Borrower shall pay on demand all expenses incurred by the Bank relating to said closing, including, without limitation, fees and disbursements of the Bank's legal counsel, lien search fees and recording fees.
26. Borrower certifies that to your knowledge there are no known environmental hazards relative to the subject property being used as collateral.
27. Borrower shall be required to have an environmental audit performed. Borrower shall be responsible for the costs associated with this audit, estimated to be \$1,450.00. This fee is due with the remittance of the signed commitment letter. Loan commitments are conditioned upon receipt of satisfactory results from the environmental audit.
28. Borrower states that all information furnished in the loan application, financial statements and in the commitment letter is correct.
29. Borrower states that no material change has occurred in your financial position since the date of the loan application.
30. Borrower states that there is no material litigation pending.
31. Borrower shall notify the Bank if any of the representations change.
32. Borrower shall accept this commitment by signing and returning this letter, along with the fee(s) in the sum of \$2,104.00 payable to Steuben Trust Company, within fifteen (15) days and this loan must close within sixty (60) days from the date of this commitment letter or this commitment will be deemed withdrawn.

If the terms and conditions of this loan are acceptable to you, please sign and return a copy of this letter, along with the fees, to Steuben Trust Company.

Sincerely,

STEUBEN TRUST COMPANY



Gregory J. Wood

Senior Vice President

I have read and fully understand all terms and conditions contained herein and agree to the same.

By: \_\_\_\_\_  
Juan Café, President of JMC Capital Management      Date

**GUARANTOR:**      JMC Capital Management

By: \_\_\_\_\_  
Juan Café, President

Date

The attorney I/we will be using at closing is:

\_\_\_\_\_  
Attorney's Name      Address

\_\_\_\_\_  
Phone

OR

**I do not plan to have legal representation in this transaction and understand the potential risk. I also understand that I will be responsible for providing all of the necessary information and documentation requested by the Bank's attorney and required before a closing can be scheduled.**

By: \_\_\_\_\_  
Juan Café      Date